

**Approved as modified.**

**SO ORDERED.**



**Dated: September 11, 2015**

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Madeline C. Wanslee

## **Madeleine C. Wanslee, Bankruptcy Judge**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF ARIZONA**

In re:  
DULARA AUTOMOTIVE GROUP, LLC,  
EIN: 45-2577059  
Debtor.

) Case No.: 2:14-bk-07683-MCW  
)  
)  
Chapter 11  
)  
)  
**ORDER CONFIRMING SETTLEMENT  
AGREEMENT INVOLVING DULARA  
AUTOMOTIVE GROUP, LLC, KAREN  
MOTHERSHEAD, AND GRANT  
GOODMAN**  
)  
)  
)

This matter having come before the Court for evidentiary hearing on July 20, 2015 at 9:30 a.m. (the “Evidentiary Hearing”) and hearing on August 26, 2015 at 11:00 a.m. involving the debtor and debtor-in-possession, Dulara Automotive Group, LLC (the “Debtor”), and parties-in-interest, Karen Mothershead and Grant Goodman (collectively with the Debtor, the “Parties”); and there appearing good cause therefore, the Court hereby finds as follows:

1. The Debtor is an Arizona limited liability company that owns and operates a commercial car lot and repair business located at 2020 E. Bell Rd., Phoenix, AZ 85022.

1           2. On or about May 20, 2014, the Debtor filed a voluntary petition for relief under  
2 Chapter 11, Title 11 United States Code in the District of Arizona Case No. 2:14-bk-07683-  
3 MCW (the “Bankruptcy Case”).

4           3. On or about November 5, 2014, Karen Mothershead and the Debtor entered into  
5 an Investment/Partnership Agreement, where Karen Mothershead invested \$200,000 to purchase  
6 vehicles for sale (the “Agreement”).

8           4. At the Evidentiary Hearing, the Parties reached the following settlement  
9 agreement to resolve all issues and claims against the Debtor arising out of or that could have  
10 arisen out of the Agreement and/or Bankruptcy Case (the “Settlement Agreement”):

12           The Debtor agrees to pay the total amount of \$172,000.00 as follows (the “Settlement  
13 Amount”): (i) \$25,000 contemporaneous with the execution of the Settlement  
14 Agreement; (ii) \$25,000 on or before August 20, 2015; (iii) \$80,000 on or before  
15 December 15, 2015; (iv) \$20,000 on or before February 15, 2016, and (v) \$22,000 on or  
16 before April 15, 2016.

18           Contemporaneous with the making of the payment described in (i) above, Karen  
19 Mothershead shall deliver to the Debtor the 2007 black Chrysler 300 provided by Debtor.

21           Accordingly,

22           **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 23           A. The Settlement Agreement is hereby approved, as modified herein;
- 24           B. The Debtor shall pay the Settlement Amount as follows: (i) \$25,000  
25 within three (3) business days of the entry of this Order; (ii) \$25,000

1 on or before August 20, 2015; (iii) \$80,000 on or before December 15, 2015; (iv) \$20,000  
2 on or before February 15, 2016, and (v) \$22,000 on or before April 15, 2016;

3 C. Y kj kp"j tgg"5+"dwukpguu"qh'j g"gpvt { "qh'j k"Qtf gt."Mctgp'O qj gtuj gcf  
4 shall deliver to the Debtor the 2007 black Chrysler 300 provided by Debtor;

5 D. Payments on the Settlement Amount shall be paid to the Court until further notice  
6 and/or the assignment issue(s) involving Karen Mothershead and Grant Goodman are resolved;

7 E. In consideration of the above and upon payment in full of the Settlement Amount,  
8 Karen Mothershead, Grant Goodman, and any heirs, agents, and assigns forever release and  
9 covenant not to sue the Debtor, and/or any of its past, present, and/or future members, officers,  
10 agents, representatives, attorneys, related entities, affiliate corporations or companies,  
11 successors, predecessors-in-interest, and assigns, and all persons or entities claiming by, through,  
12 or under it, on any and all claims, causes of action, suits, debts, sums of money, losses, interests,  
13 costs, receivables, expenses, sums of money, covenants, contracts, agreements, representations,  
14 warranties, damages, injuries, liabilities and demands whatsoever, in law, equity, arbitration,  
15 administrative proceeding or otherwise, whether known or unknown, direct or indirect, foreseen  
16 or unforeseen, contingent or fixed, liquidated or unliquidated, that Karen Mothershead and/or  
17 Grant Goodman had, now have, or may claim to have had as of the date of this Order, including,  
18 but not limited to, all claims and complaints arising out of or in any way related to the facts and  
19 circumstances in the Agreement and/or Bankruptcy Case.

20 F. In consideration of the above and upon payment in full of the Settlement Amount,  
21 the Debtor forever releases and covenants not to sue Karen Mothershead, Grant Goodman, and/or  
22 any of their past, present, and/or future successors, predecessors-in-interest, and assigns, and all  
23 persons or entities claiming by, through, or under them, on any and all claims, causes of action,

1 suits, debts, sums of money, losses, interests, costs, receivables, expenses, sums of money,  
2 covenants, contracts, agreements, representations, warranties, damages, injuries, liabilities and  
3 demands whatsoever, in law, equity, arbitration, administrative proceeding or otherwise, whether  
4 known or unknown, direct or indirect, foreseen or unforeseen, contingent or fixed, liquidated or  
5 unliquidated, that the Debtor had, now has, or may claim to have had as of the date of this Order,  
6 including, but not limited to, all claims and complaints arising out of or in any way related to the  
7 facts and circumstances in the Agreement and/or Bankruptcy Case.

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9 **DATED AND SIGNED ABOVE.**

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